

**AMENDMENT NO. 1 TO AGREEMENT
FOR CONSULTATION AND OTHER SERVICES**

This Amendment is entered into this 19th day of April, 2005, by and between the City of Milpitas, a municipal corporation of the State of California (hereafter referred to as "CITY") and SSA Landscape Architects, Inc., (hereafter referred to as "CONSULTANT").

RECITALS

WHEREAS, the parties entered into an Agreement for professional consulting services as authorized by the City Council on September 21, 2004, for Milpitas Sports Center Circulation; and

WHEREAS, the parties desire to amend the Agreement to allow CONSULTANT to provide additional professional engineering services, for Milpitas Sports Center Circulation project.

NOW THEREFORE, in consideration of the mutual covenants and conditions herein contained, the parties agree to amend the Agreement as follows:

1. The second paragraph in Section 1, entitled "Services" is amended by adding Exhibit "AM-1-A", entitled "Scope of Services" and Exhibit "AM-1-B" entitled "Compensation Schedule", which is attached hereto and incorporated by reference herein.
2. Section 2, entitled "Compensation" is amended to add Exhibit "AM-1-B", entitled "Compensation Schedule", which are attached hereto and incorporated by reference herein. Section 2 is further amended by adding the following to the end of the Section:

The compensation for the services set forth in Exhibit "AM-1-A" is a "not to exceed" amount. The total maximum amount of compensation to be paid for tasks outlined in Exhibits "AM-1-A" and "AM-1-B" shall be \$22,900.00.

3. The Consultant agrees to maintain and pay for all insurance policies as stated in Section 4, entitled "Insurance Requirements" of the Agreement dated September 21, 2004, between SSA Landscape Architect, Inc. and the City of Milpitas. The Consultant shall provide the City with renewal certificates of the current policies upon the expiration of the current policy.

4. All other provisions of the Agreement shall remain in full force and effect.

This Amendment is executed as of the date written above.

APPROVED BY:

CITY OF MILPITAS

CONSULTANT

City Engineer as to content

Steven Sutherland, ASLA
SSA Landscape Architect, Inc.

City Manager

City Attorney as to Form

ATTESTED BY:

City Clerk

Exhibit "AM-1-A"
Scope of Services
(Additional Services)

The work will consist of additional services for involved in site plan adjustments, structural engineering and future revisions/cost estimating as follows:

Task 1: ~~Additional fee to redraft site plan~~ to resolve discrepancies between survey and City provided Site Plan. ~~This work includes~~ drafting all curbing, stalls, adjustments along property edges, and improved parking totals. *consultant work* *finalize corrected site plan all*

Task 2: Provide structural engineering for ~~any~~ site retaining walls, including structural design, details and calculations. *all lines*

Task 3: Allowance for future revisions and project changes, additional cost estimating related to project budget compliance. This task will require further approval prior to SSA providing the actual work service.

- this should be 2 separate tasks*
- ③ - cost estimating for additional phasing
 - ④ - Allowance for future city revisions

what does this mean?

Hi Liz,
this scope needs to be described in more detail.

Exhibit "AM-1-B"
Compensation Schedule
(Additional Services)

The additional services work will be compensated as follows:

Task 1: Site plan adjustments.....	\$13,785.27
Task 2: Structural engineering.....	\$ 4,246.00
Task 3: Future revisions/cost estimating...	<u>\$ 4,868.73</u>
Total.....	\$ 22,900.00

Note: Task 3 will require further approval by engineer prior to the work.